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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

ANTHONY DELGADO,

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendants.

CASE NO.: 2:18-cv-00892-RFB-VCF

**STIPULATED PROTECTIVE ORDER  
GOVERNING CONFIDENTIAL  
INFORMATION**

The parties, by and through their undersigned counsel, hereby submit this Stipulated Protective Order and state as follows:

A. State Farm Mutual Automobile Insurance Company (“State Farm”) possesses certain information and documents that contain confidential, proprietary, or trade secret information that may be subject to discovery in this action, but that should not be made publicly available.

B. The parties request that the Court enter the following Protective Order to properly balance the discovery rights of the Plaintiff with State Farm’s rights to protect its private, confidential, proprietary, or trade secret information.

The Court ORDERS:

1. All production and disclosure of information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, by State Farm during this litigation shall be governed by this Order, including, but not limited to, information contained in or derived from documents, deposition testimony, deposition exhibits, trial testimony, computer memory or

1 archives, other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof  
2 (collectively, “information”).

3       2. Information subject to this Protective Order shall be designated CONFIDENTIAL,  
4 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER by State Farm by stamping  
5 “CONFIDENTIAL,” “TRADE SECRET,” or otherwise indicating confidentiality, trade secret or  
6 produced subject to this Protective Order, as appropriate, on the face of a single-page document, on  
7 at least the initial page of a multi-page document, and in a prominent location on the exterior of any  
8 tangible object. Any electronically stored information may be designated as CONFIDENTIAL,  
9 TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER through a correspondence providing  
10 the media and a hard copy or printout shall be treated as protected material of the same designation.  
11 Designation may only be made after a good faith review by counsel of record and counsel making a  
12 designation shall comply with the standards set forth in Fed. R. Civ. P. 26(g) when designating  
13 information as CONFIDENTIAL, TRADE SECRET or SUBJECT TO PROTECTIVE ORDER.

14       3. With respect to deposition testimony, State Farm may, either on the record at the  
15 deposition or by written notice to counsel for Plaintiff no later than thirty (30) days after receipt of  
16 the transcript of said deposition, designate portions of testimony as CONFIDENTIAL, TRADE  
17 SECRET, or SUBJECT TO PROTECTIVE ORDER. All testimony, regardless of whether  
18 designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER on  
19 the record, shall be treated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
20 PROTECTIVE ORDER until thirty (30) days after receipt of the transcript of said deposition by all  
21 parties. Certain depositions may, in their entirety, be designated CONFIDENTIAL, TRADE  
22 SECRET, or SUBJECT TO PROTECTIVE ORDER prior to being taken because of the anticipated  
23 testimony. Furthermore, any document designated as CONFIDENTIAL, TRADE SECRET, or  
24 SUBJECT TO PROTECTIVE ORDER shall maintain that designation and the protections afforded  
25 thereto if introduced or discussed during a deposition.

26       4. The inadvertent or unintentional disclosure by State Farm of information considered  
27 to be CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER shall not be

1 deemed a waiver in whole or in part of State Farm's claim of protection pursuant to this Protective  
2 Order, either as to the specific information disclosure or as to any other information relating thereto.  
3 Any such inadvertently or unintentionally disclosed information shall be designated as  
4 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER as soon as  
5 reasonably practicable after State Farm becomes aware of the erroneously disclosure and shall  
6 thereafter be treated as such by all receiving persons absent re-designation pursuant to Court order.  
7 Upon receipt of the property designated documents, the recipient must return or destroy the non-  
8 designated set within three (3) days. If the recipient destroys the documents, then the recipient must  
9 provide written certification of the destruction to the producer of the information within three (3)  
10 days of receipt of the properly designated documents. In addition, the production or disclosure by  
11 State Farm of an attorney-client privileged, attorney work product, or other protected document or  
12 information, whether inadvertent or otherwise, shall not be deemed a waiver of the privilege, work  
13 product, or other protection or immunity from discovery by State Farm in this or any subsequent  
14 state or federal proceeding to NRS 49.385 regardless of the circumstances of disclosure. If any party  
15 becomes aware of the production or disclosure of such protected information by State Farm, that  
16 party shall provide written notice of such production or disclosure within three (3) days after it  
17 becomes aware that protected information has been disclosed or produced.

18         5. When information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
19 PROTECTIVE ORDER is presented, quoted or referenced in any deposition, hearing, trial or other  
20 proceeding, counsel for the offering party shall make arrangements or, when appropriate, request the  
21 Court to make arrangements, to ensure that only persons entitled to such information pursuant to  
22 Paragraph 8 are present during such presentation, quotation or reference.

23         6. Subject to the requirements of Paragraph 9 of this Agreement, no person receiving  
24 information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE  
25 ORDER shall disclose it or its contents to any person other than those described in Paragraph 7  
26 below; no such disclosure shall be made for any purposes other than those specified in that  
27 paragraph; and in no event shall such person make any other use of such information. Counsel shall

1 be responsible for obtaining prior written agreement to be bound to the terms of this Agreement from  
2 all persons to whom any information so designated is disclosed, and shall be responsible for  
3 maintaining a list of all persons to whom any information so designated is disclosed and, for good  
4 cause shown, such list shall be available for inspection by counsel for State Farm upon order of the  
5 Court; provided, however, that the requirements of this sentence shall not apply to disclosures made  
6 pursuant to Paragraphs 7(h) and/or 9 of this Protective Order.

7 Except as agreed by State Farm or as otherwise provided herein, including in Paragraphs 7(h)  
8 and 9 of this Protective Order, information designated as CONFIDENTIAL, TRADE SECRET, or  
9 SUBJECT TO PROTECTIVE ORDER shall (1) only be used in the preparation for trial and/or any  
10 appeal of this Action and (2) be maintained in confidence by the party(ies) to whom it is produced  
11 and not disclosed by such party(ies) except to persons entitled to access thereto pursuant to  
12 Paragraph 7 below. Except as provided in Paragraphs 7(h), (g), (k), and 9 of this Protective Order,  
13 information which is CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE  
14 ORDER may not be used by any person receiving such material for any business or competitive  
15 purpose or for use in matters other than this lawsuit, including other matters involving State Farm.

16 7. Information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
17 PROTECTIVE ORDER by State Farm shall be disclosed only to the following persons:

- 18 (a) attorneys actively working on or supervising the work on this case;
- 19 (b) persons regularly employed or associated with the attorneys actively working  
20 on this case whose assistance is required by said attorneys in the preparation for trial, at trial, or at  
21 other proceedings in this case;
- 22 (c) the parties, including designated representatives and counsel for the entity  
23 defendant;
- 24 (d) expert witnesses and consultants retained in connection with this proceeding,  
25 to the extent such disclosure is necessary for preparation, trial or other proceedings in this case and  
26 the expert or consultant has signed a written acknowledgement attached as Exhibit A;
- 27 (e) the Court and its employees ("Court Personnel");

1 (f) stenographic and video reporters who are engaged in proceedings necessarily  
2 incident to the conduct of this action;

3 (g) deponents, witnesses, or potential witnesses, who have first-hand knowledge  
4 of the document and have signed a written acknowledgment attached as Exhibit A;

5 (h) the Nevada Division of Insurance, law enforcement officers, and/or other  
6 government agencies, as permitted or required by applicable state and federal law, including, but not  
7 limited to, NRS 686A.285.

8 (i) a jury involved in litigation concerning the claims and any defenses to any  
9 claims in this lawsuit;

10 (j) anyone as otherwise required by law;

11 (k) as authorized by the parties specifically; and

12 (l) other persons by written agreement of the parties when the person has signed  
13 a written acknowledgement attached as Exhibit A.

14 8. Subject to Paragraph 9 of this Protective Order, the recipient of any information  
15 designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER  
16 pursuant to this Agreement shall maintain information in a secure and safe area and shall exercise  
17 due and proper care with respect to the storage, custody and use of all such information.

18 9. Nothing in this Protective Order disallows State Farm's maintenance of information  
19 and documents in or pursuant to: its electronic claim system; the privacy requirements of the  
20 Nevada Division of Insurance and other applicable state and federal laws; the records retention  
21 requirements of the Nevada Division of Insurance, the Nevada Rules of Professional Conduct, or  
22 other applicable state and federal laws; the records retention practices of State Farm; and any written  
23 Court Order. Further, nothing in this Protective Order disallows reporting of information by State  
24 Farm as permitted and/or required by applicable state and federal law, including NRS 686A.285,  
25 including reporting to the Insurance Services Office, Inc.

26 10. Plaintiff may at any time request from State Farm, in writing, the release of  
27 information designated as CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE

1 ORDER from the requirements of the terms and provisions of this Protective Order. Upon receipt of  
2 such request, counsel for State Farm and counsel for Plaintiff shall attempt to meet and confer. If the  
3 parties are unable to agree as to whether the information at issue is properly designated  
4 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, any party may  
5 raise the issue of such designation with the Court pursuant to the Court's Practice Standards. Any  
6 information submitted to the Court for review shall be submitted under seal and for in camera  
7 review. Pending a ruling from the Court, State Farm's designation shall control.

8 11. Nothing in this Protective Order shall preclude any party from responding to a validly  
9 issued subpoena, provided, however, that the party responding to the subpoena shall provide written  
10 notice of such subpoena to the attorney of the party that originally produced the documents within  
11 three (3) days of receipt of a subpoena, which seeks production or disclosure of the information  
12 which is designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE  
13 ORDER. Production or disclosure of information which is designated CONFIDENTIAL, TRADE  
14 SECRET, or SUBJECT TO PROTECTIVE ORDER may not occur until the deadline set forth in a  
15 validly issued subpoena, absent agreement of the parties.

16 12. Nothing in this Protective Order shall prevent or restrict counsel for State Farm from  
17 inspecting, reviewing, using, or disclosing the information designated as CONFIDENTIAL, TRADE  
18 SECRET, or SUBJECT TO PROTECTIVE ORDER. No disclosure pursuant to this paragraph shall  
19 waive any rights or privileges of any party granted by this Protective Order.

20 13. Nothing in this Protective Order shall be construed as a limitation on the use of  
21 evidence in a submission to the Court or at trial, subject to such confidentiality provisions as may be  
22 ordered by the Court. However, prior to utilizing or filing a document which is designated  
23 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER, the party  
24 intending to utilize the document must provide notice to the party that originally produced the  
25 document. The party that originally produced the document may request that the document be filed  
26 with restricted access or under seal. Furthermore, any party shall have the right to request that any



in compliance with LR IA 10-5

1 hearing or portions thereof be conducted in camera. The Court shall retain jurisdiction to modify the  
2 terms of this Protective Order.

3 14. The obligations of this Protective Order shall survive the termination of this action  
4 and continue to bind the parties and their counsel. The Court will have continuing jurisdiction to  
5 enforce this Protective Order irrespective of the manner in which this action is terminated.

6 15. Within thirty (30) days of the final determination of this action, each person or party  
7 who has received information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
8 PROTECTIVE ORDER shall be obligated to return the same, including any copies, or to destroy  
9 such information and certify that it has been destroyed, except that the recipient need not destroy  
10 or return transcripts of depositions and materials filed with the Court, and party may retain one  
11 archival copy of all pleadings in the action, regardless of whether such pleadings (including  
12 appendices) contain or refer to information designated CONFIDENTIAL, TRADE SECRET, or  
13 SUBJECT TO PROTECTIVE ORDER; provided, however, that the requirements of this Paragraph  
14 are subject to the requirements of Paragraphs 7(h) and 9 of this Protective Order and to the routine  
15 business practices of State Farm, and also subject to the regular business practices for maintenance  
16 and destruction of client files by the parties' counsel. Within seven (7) days of the final  
17 determination of this action, counsel of record who has provided information designated  
18 CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER to other  
19 individuals must inform those individuals that the matter has reached final determination and remind  
20 them of the return or destruction obligation. To the extent that this Protective Order requires the  
21 destruction or return of documents at the conclusion of this case this requirement is not intended to  
22 require State Farm to return or destroy any documents that it is otherwise required by law to  
23 maintain.

24 16. This Protective Order may be modified by the Court at any time for good cause  
25 shown following notice to all parties and an opportunity for them to be heard.

26 17. Nothing in this Protective Order shall prohibit any party from filing a motion  
27

1 seeking further or different protection from the Court, or from filing a motion with respect to the  
2 manner in which the information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO  
3 PROTECTIVE ORDER shall be treated at trial.

4 18. A party desiring to file a document identified as CONFIDENTIAL, TRADE  
5 SECRET, or SUBJECT TO PROTECTIVE ORDER with the Court must first file a motion to  
6 restrict and file the document as a restricted document.

7 DATED this 9<sup>th</sup> day of January 2019.

DATED this 9<sup>th</sup> day of January 2019.

8 LAW OFFICES OF MICHAEL F. BOHN

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9  
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COMPANY*

16 **ORDER**

17 **IT IS SO ORDERED.**

18 DATED this 11th day of January, 2019.

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21 UNITED STATES MAGISTRATE JUDGE